

City of Cottonwood Heights Facility Use Policy

General Policy

It is the intent of the city of Cottonwood Heights ("*City*") to make its municipal center building (the "*Building*") available for the use of City residents ("*residents*"). Use by non-community groups and non-residents may be scheduled based upon secondary availability and City approval. City will not discriminate in the use of its facilities on the basis of race, creed, color, national origin, sex or disability.

Use of available portions of the Building will be assigned on a first requested - first assigned basis. Priority will be given to City meetings, training and events.

City's city council ("*Council*") may modify and/or terminate this use policy (this "*Policy*") at any time.

The City Manager or his/her designee will be responsible to make the final determination on any question regarding this policy. They will be expected to apply the use policy liberally for the beneficial use and enjoyment of the building as long as it does not interfere with the primary use of the building (government services), safety, general welfare of the public, and protection of the building and property.

Rental Space and Fees

A. Available Building Areas

The following areas of the Building may be available for use if approved in advance by the City Event Coordinator (the "*Coordinator*"):

Council Chambers	Max. Occupancy - 102
Community Room (w/catering kitchen)	Max. Occupancy - 156
Council Workroom	Approx. Occupancy - 50
Administration Conference Room	Approx. Occupancy - 12

B. Building Rental Hours

Rental will generally be available for public use during the following times (city meetings take precedent over any other building use):

Monday, Wednesday, Thursday 6 p.m. - 10 p.m.

Friday 5 p.m. - 11 p.m.

Saturday 9 a.m. - 11 p.m.

Sunday 9 a.m. - 8 p.m.

Holidays – By request and availability

Business Hours – By request and availability (rental can't interfere with city business)

C. Occupancy Limits

Meeting rooms and spaces will have maximum occupancy limits based on the type of use and furniture layout. The Renter must provide information in the application to specify the number of people anticipated in the room and how they will be seated/located in the room. Fire and Building codes determine these occupancies. These Codes will also dictate the aisle widths to exits.

D. Rental Fees

Rental fees are necessary to cover the cost of the staff required to be present during the facility use, utilities, restroom paper goods and minor wear and tear. Renters will be charged a rental fee according to the fee schedule, which is subject to change by the Council at any time. All rental fees are required to be paid before the reservation will be confirmed. No rental fee will be charged for City's own activities or for use of the Building by City committees, City-sponsored groups, or other organizations as deemed appropriate by the Coordinator and City Manager. The Coordinator may discount or waive the rental fee in the certain cases where the user makes an in-kind contribution (donation of time or resources) to City that is equal to or greater than the rental fee.

Fee Schedule

Room	Category I	Category II	Category III	Category IV	Category V	Category VI
Small Rooms Council Workroom, Conference Rooms, etc. with capacity of < 50 occupants	No Charge	No Charge	\$10/hour after 5 p.m.	\$10/hour	\$20/hour	\$20/hour
Large Rooms Community Room, Council Chambers with capacity of > 50 occupants, with or without the exterior patios Minimum 2 hour rental	No Charge	No Charge	\$20/hour	\$20/hour	\$50/hour	\$100/hour

*Additional rooms will be ½ of the regular rate.

Category I: City Use (Includes organizations that the city is a member of or has a member of the Council or staff sitting on the board or committee). This group has first priority use of the building.

Category II: Short term and limited use of facilities by government agencies supported by Cottonwood Heights tax payers, school clubs and athletic groups that may be sanctioned by a school even if it is not funded by tax dollars, for single-use period of two hours or less in a 60 calendar day period.

Category III: Extended use of facilities by government agencies supported by Cottonwood Heights tax payers, schools within City boundaries, school clubs and athletic groups that may be sanctioned by the district even if it is not funded by tax dollars, if a meal is being served, and/or for periods longer than two hours, and/or a regular meeting held more frequently than noted above. (Note: Category II and III are the same groups, the difference is the length of the meeting, frequency of meetings, or if they are serving a meal that determines when a fee is required.)

Category IV: Charitable, non-profit, or non-commercial organizations, residents located in or living within Cottonwood Heights boundaries or for personal use (i.e. family gathering, reception, birthday party, non-profit sport organizations, etc.), and city employees for uses identified in this category.

Category V: Charitable, non-profit, or non-commercial organizations and residents' not located or living within Cottonwood Heights boundaries or for personal use (i.e. family gathering, reception, birthday party, non-profit sport organizations, etc.).

Category VI: Commercial organizations (not permitted to sell products at the event or charge admission).

E. Security Deposits

In addition to the hourly rental fee, any private party use where food will be served or longer than four hours will require a pre-paid security deposit or placing a valid credit card number on file according to the schedule below, which is subject to change by the Council at any time. The security deposit is refundable if City inspection verifies that no Building or property damage has occurred, that no City property is missing, that there has been no violation of the rental agreement, and that the Building and surrounding property is left clean and in orderly condition. If any damage or mistreatment has occurred, deductions will be made from the security deposit and, if insufficient, the balance will be assessed to the renter. All security deposits and refunds will be coordinated by the Coordinator, who will return any unused security deposit within two to three weeks after the renter's event has taken place. **Security Deposits may be paid by credit card, check or cash.**

	Resident	Non-Resident
Less than 50 Occupant Use	\$50	\$100
Greater than 50 occupant Use	\$200	\$250

F. Cancellation Policy

A full refund of the rental fee and security deposit except for a \$15 administration fee will be made if the reservation is canceled at least two weeks prior to the scheduled event. A refund of 50% of the rental fee and 100% of the security deposit will be made if the reservation is canceled less than two weeks before the event. City shall not be liable for damages to any individual(s) or group(s) if the premises are not available for use for any reason, including as a result of mis-scheduling, emergency, force majeure, or any other reason, whether or not due to City's own actions or omissions. If City cancels a renter-scheduled event, City's liability shall be limited to a obligation to promptly refund any rental fee and security deposit previously paid.

G. Equipment

Rental fees include the use of a tables, chairs, microphone, A/V system and kitchen equipment (if the kitchen is rented). Upon request, easels may be reserved. The renter is responsible to determine if the quantity and quality of available City equipment is sufficient for renter's event. Renter is responsible for the cost of renting additional equipment if city equipment is insufficient. Poster boards, markers and other expendable items will be provided by the renter.

H. Kitchen and Preparing Food

The kitchen is designated for prepping and warming food. You are not allowed to cook on-site. Only crockpots are allowed. No electric fry pans are allowed. All city owned equipment used must be washed and put away in original location. Propane barbeques must be 25 feet away from all structures, no charcoal cooking is allowed. Bunsen burners may only be used by caterers that stay at your event.

I. Food & Beverages

Food and beverages are welcome in our facilities. We do not have kitchen facilities available so food must be pre-prepared. We must be notified in advance if you intend to have food and/or beverages at your meeting or event.

Catering

We allow you to use the caterer of your choice. Caterers are responsible for cleaning any areas used prior to leaving and removing food and foodservice equipment or will be billed for cleaning services (unless other arrangements have been made with our staff).

J. Parking Lot, Patio and landscape

The parking lot is intended for vehicle parking only and patio and landscape areas are intended for pedestrian use. Other uses must be brought to the attention of the City Event Coordinator in the application for consideration. The City reserves the right to disallow any use that may inhibit the use of the building, pose a threat or danger to property or people, or in otherwise be determined unfit for the facility.

Reservation Procedures

A. Application

Anyone wishing to rent an available area of the Building shall submit a completed reservation application form to the Coordinator in advance of the proposed reservation. The reservation application is available on the City's website (www.ch.ut.gov) or at the City offices. Reservations may not be made more than 120 calendar days in advance. No use shall be granted in such a manner as to constitute a monopoly for the benefit of anyone, except for City meetings, training and sponsored events. Renters are limited to one rental of the Building per 120 calendar day period. Exceptions apply if a desired day remains open 21 calendar days or less before the additional rental date(s).

The following information shall be provided in the reservation application (an application is required for each event):

1. Name, address and contact information of the responsible party and contact person (the "*Applicant*") for the reservation, who must be an individual over 21 years of age. **The Applicant shall be personally liable for any violation of this Policy during the rental.**
2. Group represented, if applicable.
3. Area(s) of the Building to be reserved.
4. Requested rental date.
5. Total hours to be rented, including set-up and clean-up. All hours must run consecutively.
6. Specific times: to begin set-up, activity beginning time, activity ending time, clean-up complete.
7. Purpose of the meeting or activity.
8. Number of people expected to attend the event. Rentals that pose a risk (large groups, food service, physical activities or games) may be required to provide proof of additional insurance to indemnify the City. The City Manager will make this determination during the application review process.

9. Refreshments to be served, including type of drinks. **Alcohol is not permitted in the Building.**
10. The Applicant's agreement to be personally liable for any violation of this Policy during use of the rental space (the "*Rental Space*").
11. The Applicant's signature.

B. Confirmation

The Coordinator will have at least seven business days to determine if the Building is available on the date and time requested and whether the proposed use otherwise is permissible. Thereafter, the Coordinator will notify the applicant whether or not the proposed rental has been approved.

C. Payment of Fees and Deposit

Upon being notified that the rental reservation has been approved, the applicant shall immediately remit the entire rental fee and security deposit to City's business office, coordinating such payment through the Coordinator. No reservation is confirmed until all fees and deposits are paid in full.

Permitted Uses

Space rented within the Building ("*Rental Space*") is not a public forum, and City reserves the right to reasonably restrict a renter's use of the Rental Space to prohibit anything that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens. The Rental Space may not be used to conduct meetings or events that are intended for commercial purposes to generate revenue or any type of compensation for the renter or any third party. The Rental Space shall not be used for organized political party activities (e.g., political party caucuses), organized religious activities (i.e., church services) or any activity that may directly or indirectly injure or damage any individual or property.

Individuals or groups using the City Hall building shall comply with the following use regulations:

1. Participants and guests shall comply with all applicable laws.
2. No foul or abusive language shall be used at any time.
3. Shoes and shirts must be worn at all times.
4. No gambling, smoking, drugs, or drinking of alcoholic beverages or possession of the same will be permitted at any time.
5. Areas not specifically reserved shall be off limits.
6. No youth activities will be allowed, unless supervised by at least two people over the age of 21.
7. Open flames, sparklers, lighted candles, glitter, rice, confetti, graphite, paints, hay straw, corn stalks, grass, palm fronds and other similar materials are prohibited in the Building.
8. Heavy items must be carried when moved to avoid damage to the floor.
9. City's tables, chairs and other equipment are not to be taken from the Building for any reason.
10. Hallways, exits and other traffic areas are to remain free of tables, chairs, boxes and other items at all times.

11. No nails or tacks may be used in the walls. All decorations and the use of tape must be pre-approved.
12. Pictures, plaques, flags, blinds, light fixtures, furniture, etc., are not to be removed or rearranged unless pre-approved.
13. Participants and guests are to remain in the Rental Area. Children must be supervised at all times by a responsible adult. The Applicant is responsible for the conduct of all participants and guests.
14. Except for certified service animals, pets or animals are not allowed in the Building.
15. Nothing is to be sold in the Building unless it is part of a city sanctioned event.
16. Outdoor structures need prior approval.
17. Colored drinks or beverages/liquids that can stain floor coverings are not allowed.
18. City is neither responsible nor liable for the theft, loss or damage to personal property during the rental.
19. Amplified sound must be maintained at a reasonable level which would not disturb neighbors or staff.

Care and Cleaning

Use of the Rental Space constitutes the Applicant's agreement that it was clean, in good working order, and in satisfactory condition at the commencement of the rental. Any City staff monitoring the rental are provided at City's cost for supervision only and do not provide janitorial services or cleanup for purposes of the rental. Instead, the Applicant is responsible for thoroughly cleaning the Rental Space and any other portions of the Building or grounds affected by the rental (e.g., the parking lot), including by removing all foreign matter, garbage and debris and depositing it in the appropriate outside receptacles. If the kitchen area is used, all appliances, counter tops, sinks and floors must be properly cleaned. City staff will determine whether the cleaning has been properly performed.

Liability, Loss and Damage

The renter will assume liability for the use of the building and take necessary action to hold the City harmless for acts conducted by the renter or its attendees. Groups of 50 or more that are serving food, playing games or other activities that may increase risk may be required to provide a certificate of insurance to indemnify the City against claim.

Any damage to the Building or any conduct which does not strictly adhere to this Policy shall constitute grounds to immediately terminate current and future use of the Building for that individual or group. The Applicant shall be personally liable for any damage or loss to the Building, grounds, furnishings and/or equipment beyond normal wear and tear, and immediately shall report such damage to City.

Access to Building

Access to the Building will be controlled by assigned City staff and a city staff member must be at the building when it is occupied by a renter. Keys will not be provided to the Applicant. Blocking doors open or bypassing locks and security systems will result in the forfeiture of the security deposit and may incur additional liability and damages.